

Exhibit B

YouTube Partner Program Terms

Together with the [YouTube Terms of Service](#) and the [YouTube Partner Program Policies](#) (each of which may be updated from time to time and are incorporated herein by reference), the following YouTube Partner Program Terms apply to your participation in the YouTube Partner Program (the "Terms"). Please read the Terms carefully. If you do not understand or accept any part of these Terms, you should not upload Content for monetization on YouTube.

1. Monetization Revenues. YouTube will pay you as follows:
 1. Advertising Revenues. YouTube will pay you 55% of net revenues recognized by YouTube from ads displayed or streamed by YouTube or an authorized third party on your Content watch pages or in or on the YouTube video player in conjunction with the streaming of your Content. YouTube is not obligated to display any advertisements alongside your videos and may determine the type and format of ads available on the YouTube Service. For clarity, YouTube reserves the right to retain all other revenues derived from the YouTube service, including any revenues relating to ads on search result pages.
 2. Subscription Revenues. YouTube will pay you 55% of the total net revenues recognized by YouTube from subscription fees that are attributable to the monthly views or watchtime of your Content as a percentage of the monthly views or watchtime of all or a subset of participating content in the relevant subscription offering (as determined by YouTube). If your Content is included in and viewed by a user in multiple subscription offerings, YouTube will pay you based on the subscription offering with the highest amount of net revenues recognized by YouTube, as calculated by YouTube.
2. Payment Account Requirement. In order to earn or receive payment of any revenues hereunder, you must at all times have an active AdSense account associated with your YouTube user account(s) (or such other payment method as required by YouTube). YouTube does not owe you for any revenues that may be associated with your Content during any period in which you do not have a valid method of payment.
3. Payment Terms, Limitations and Taxes. YouTube will pay you for any revenues due within approximately sixty (60) days after the end of any calendar month, so long as your earned balance is at least US \$100 (or its equivalent in local currency) at the time payment is due. You are not entitled to earn or receive any revenues in connection with your Content in any of the following circumstances: (a) if one or more third parties claim rights to certain elements of your Content except in cases where YouTube's policies or systems support sharing a portion of the revenues with you, as determined by YouTube; (b) if monetization is disabled on your Content by either you or YouTube; or (c) your participation in the YouTube Partner Program is suspended or terminated pursuant to Section 4 below. YouTube will use reasonable efforts to notify you if any of these circumstances should occur.
4. Termination. Either party may terminate these Terms for convenience with 30 days prior written notice to the other (including via electronic means). YouTube may either suspend or terminate your

participation in the YouTube Partner Program immediately upon written notice (including via electronic means) if YouTube reasonably determines or suspects that you have violated these Terms. For clarity, in the event of any termination of these Terms the YouTube Terms of Service will survive and continue to apply to your use of the YouTube service.

5. **Governing Law.** The governing law and dispute resolution provisions of the YouTube Terms of Service will also apply to these Terms.
6. **Miscellaneous.** Capitalized terms used but not defined in these Terms will have the meanings given to such terms in the YouTube Terms of Service. These Terms replace all previous or current agreements between you and YouTube relating to the YouTube Partner Program, including any prior monetization agreements that are in effect between you and YouTube as of the effective date. Except as modified by these Terms, the YouTube Terms of Service remain in full force and effect. YouTube's right to modify or revise the Terms of Service (as described in the YouTube Terms of Service) will also apply to these Terms.